

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.



NEC3 Supply Contract (SC3)

Between **ESKOM HOLDINGS SOC LIMITED**
(Reg No. 2002/015527/30)

and (Reg No. _____)

for **Supply and delivery of Economiser Elements & Bends
Two of sizes Boiler Tubing for Stock Items at Duvha
Power Station for Four Years on an “As and When”
required basis.**

Contents:		No of pages
Part C1	Agreements & Contract Data	[•]
Part C2	Pricing Data	[•]
Part C3	Scope of Work	[•]

CONTRACT No.

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.**PART C1: AGREEMENTS & CONTRACT DATA**

Contents:		No	of
		pages	
C1.1	Form of Offer and Acceptance	[•]	
C1.2a	Contract Data provided by the <i>Purchaser</i>	[•]	
C1.2b	Contract Data provided by the <i>Supplier</i>	[•]	
C1.3	Proforma Guarantees	[•]	

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.

C1.1 Form of Offer & Acceptance

Offer

The Purchaser, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Supplier* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

This Offer may be accepted by the Purchaser by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of
Name & organisation)

Name & signature of witness

Date

¹ This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.-

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.

Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer’s Offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer’s Offer shall form an agreement between the Purchaser and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Goods Information including Supply Requirements

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Purchaser’s agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s) _____

Capacity _____

**for the Purchaser Eskom Holdings SOC Ltd
Duvha Power Station
P O Box 2199
WITBAK
1035**

Name & signature of witness _____ Date _____

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

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Schedule of Deviations to be completed by the Purchaser prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer’s covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Purchaser and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Purchaser

Signature _____

Name _____

Capacity _____

On behalf of _____

**Eskom Holdings SOC Ltd
Duvha Power Station
P O Box 2199
WITBAK
1035**

Name & signature of witness _____


Date _____

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C1.2 SC3 Contract Data

Part one - Data provided by the Purchaser

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for Options</p>  <p>of the NEC3 Supply Contract (April 2013)</p>	<p>X1: Price Adjustment for Inflation</p> <p>X2: Changes in the law</p> <p>X7: Delay damages</p> <p>X19: Task Orders</p> <p>Z: Additional conditions of contract</p>
10.1	<p>The <i>Purchaser</i> is (name):</p> <p>Address</p> <p>Tel No.</p> <p>Fax No.</p>	<p>Eskom Holdings SOC Limited (Reg No: 2002/015527/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa</p> <p>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</p> <p>+2713 690 0164</p>
10.1	<p>The <i>Supply Manager</i> is (name):</p> <p>Address</p> <p>Tel</p> <p>Fax</p> <p>e-mail</p>	<p>Roman Mhaule</p> <p>Duvha Power Station PO Box 2199 Witbank 1035</p> <p>+27 13 690 0243</p> <p>+27</p> <p>Roman.Mhaule@eskom.co.za</p>
11.2(13)	<p>The <i>goods</i> are</p>	<p>Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.</p>

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.

11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Delays due to failed quality tests. 2. Delays due to civil unrests 				
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.				
11.2(15)	The Supply Requirements as part of the Goods Information is in	Part 3: Scope of work				
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa				
13.1	The <i>language of this contract</i> is	English				
13.3	The <i>period for reply</i> is	Three working days				
2	The <i>Supplier’s</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.				
3	Time					
30.1	The <i>starting date</i> is.	1 June 2026 or as soon as possible				
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<table border="1"> <thead> <tr> <th><i>goods and services</i></th> <th><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td>1 Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.</td> <td>Four Years on an “As and When” required basis. Task Orders to be submitted 3 to 4 months prior to deliveries to Duvha.</td> </tr> </tbody> </table>	<i>goods and services</i>	<i>delivery date</i>	1 Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.	Four Years on an “As and When” required basis. Task Orders to be submitted 3 to 4 months prior to deliveries to Duvha.
<i>goods and services</i>	<i>delivery date</i>					
1 Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.	Four Years on an “As and When” required basis. Task Orders to be submitted 3 to 4 months prior to deliveries to Duvha.					
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	Delivery schedule to be submitted one week after Task Order placement				
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Five working days following the accepted revision to the original program.				
4	Testing and defects	<ul style="list-style-type: none"> • Spectra Testing to be done prior leaving the Manufacturer site (Before Shipping to South Africa) by TUV Third Party Inspector, confirming correct material as per Specifications attached. • please note if material delivered to Duvha, not according to 3.2a certification specifications, as well as an on-site spectra test, goods to be returned without any payment due to the supplier. 				

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.

42	The <i>defects date</i> is	After each outage or 52 weeks whichever comes first
43.2	The <i>defect correction period</i> is	Two (2) weeks (locally, SA)
	except that the <i>defect correction period</i> for Foreign repairs	Four (4) weeks
42.2	The <i>defects access period</i> is	Two (2) working days
	except that the <i>defect access period</i> for Foreign repairs	Foreign repairs are ten (10) days.
5	Payment	
50.1	The <i>assessment interval</i> is	There will be continuous assessments upon safe delivery of materials to site and having met all the required quality standards and signed off.
51.1	The <i>currency of this contract</i> is the	South African Rands
51.2	The period within which payments are made is	Within 60 days after receipt of the invoice
51.4	The <i>interest rate</i> is	<p>(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.

	<p><i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
<p>The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service</p>	<p><u>Loss of or damage to property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> The amount required by the applicable law.</p>
<p>Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract</p>	<p>The amount required by the applicable law</p>

<p>86</p> <p>86.1</p>	<p>Insurance by the <i>Employer</i></p> <p>The <i>Employer</i> provides the insurances stated in the Insurance Table B</p>	<p>Insurance Table B</p>																
		<table border="1"> <thead> <tr> <th>Insurance against or name of policy</th> <th>Minimum amount of cover or minimum limit of indemnity</th> </tr> </thead> <tbody> <tr> <td>Assets All Risk</td> <td>Per the insurance policy document</td> </tr> <tr> <td>Contract Works insurance</td> <td>Per the insurance policy document</td> </tr> <tr> <td>Environmental Liability</td> <td>Per the insurance policy document</td> </tr> <tr> <td>General and Public Liability</td> <td>Per the insurance policy document</td> </tr> <tr> <td>Transportation (Marine)</td> <td>Per the insurance policy document</td> </tr> <tr> <td>Motor Fleet and Mobile Plant</td> <td>Per the insurance policy document</td> </tr> <tr> <td>Terrorism</td> <td>Per the insurance policy document</td> </tr> </tbody> </table>	Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity	Assets All Risk	Per the insurance policy document	Contract Works insurance	Per the insurance policy document	Environmental Liability	Per the insurance policy document	General and Public Liability	Per the insurance policy document	Transportation (Marine)	Per the insurance policy document	Motor Fleet and Mobile Plant	Per the insurance policy document	Terrorism	Per the insurance policy document
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	Cyber Liability	Per the insurance policy document
	Nuclear Material Damage and Business Interruption	Per the insurance policy document
	Nuclear Material Damage Terrorism	Per the insurance policy document

88.5 The *end of liability date* is 52 weeks after Delivery of the whole of the *goods and services*. Align it with defect correction period

9 Termination and dispute resolution

94.1 The *Adjudicator* is (Name) **The person selected from the Panel of Adjudicators listed in Annexure C to this Contract Data by the Party intending to refer a dispute to him.**

94.2(3) The *Adjudicator nominating body* is: **the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)**

94.4(2) The *tribunal* is: **arbitration**

94.4(5) The *arbitration procedure* is **the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**

94.4(5) The place where arbitration is to be held is **South Africa**
 The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the arbitration procedure does not state who selects an arbitrator, is **the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

10 Data for Option clauses

X1 Price Adjustment for Inflation
 Fixed: 15%
 Material: SEIFSA Table E-EX-Domestic Merchant Steel Price Index (Round Bar): 65%
 Transport: SEIFSA Table L-2(B) Index | Road Freight Costs: 20%
 Base date: April 2026

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.

X2	Changes in the law					
X2.1	A change in the law of	South Africa is a compensation event if it occurs after the Contract Date				
X7	Delay damages					
X7.1	Delay damages for Delivery are	<table border="1"> <thead> <tr> <th>Delivery of</th> <th>amount per day</th> </tr> </thead> <tbody> <tr> <td>Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis</td> <td>5% of each late delivery per day to a maximum of 10% of the total task order.</td> </tr> </tbody> </table>	Delivery of	amount per day	Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis	5% of each late delivery per day to a maximum of 10% of the total task order.
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Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis	5% of each late delivery per day to a maximum of 10% of the total task order.					
Z	The <i>additional conditions of contract</i> are					
	Z1 to Z12 always apply for Eskom					
Z1	Cession delegation and assignment					
Z1.1	The <i>Supplier</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i> .					
Z1.2	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.					
Z2	Joint ventures					
Z2.1	If the <i>Supplier</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Purchaser</i> for the performance of this contract.					
Z2.2	Unless already notified to the <i>Purchaser</i> , the persons or organisations notify the <i>Supply Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Supplier</i> on their behalf.					
Z2.3	The <i>Supplier</i> does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing.					
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status					
Z3.1	Where a change in the <i>Supplier's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Supplier's</i> B-BBEE status, the <i>Supplier</i> notifies the <i>Purchaser</i> within seven days of the change.					
Z3.2	The <i>Supplier</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Supply</i>					

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.

Manager within thirty days of the notification or as otherwise instructed by the *Supply Manager*.

Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier's* obligation to Provide the Goods and Services.

Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Ethics

Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier's* obligation to Provide the Goods and Services or taking any other action as appropriate against the *Supplier* (including civil or criminal action).

Z4.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Purchaser* or other people or organisations and including in circumstances where the *Supplier* or any such member is removed from the an approved vendor data base of the *Purchaser* as a consequence of such practice.

Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

Z5.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.

Z5.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.

Z5.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an "As and When" required basis.

disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z5.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Supply Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

Z8.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.

Z8.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z8.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

Z9.1 Delete from the last sentence in core clause 61.3, "unless the *Supply Manager* should have notified the event to the *Supplier* but did not".

Z10 Purchaser's limitation of liability

Z10.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 or had a judicial management order granted against it.

Z12 Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z12.1 If the amount due for the *Supplier's* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.

Annexure A: Supply Requirements

[Notes: This template is based on the examples given in the NEC3 Supply Contract Guidance Notes pages 15 to 20 inclusive. Please read the Guidance Notes before finalising the information given below. Users may need to adjust the information to comply with actual requirements. First decide whether Incoterms will be used or not, then delete the arrangement below which does not apply and delete these notes]

The Supply Requirements for this contract are based on the use of INCOTERMS:

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2000² as follows:

Group	Category	Term	Delivery Place
E	departure	EXW	Duvha Power Station
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CFR, CIF, CPT, CIP	
D	arrival	DAF, DES, DEQ, DDU DDP	

The Parties obligations described in Incoterms for the category and term selected are now incorporated into this contract as part of the Supply Requirements and hence the Goods Information.

The obligations of seller and buyer for the selected Incoterm determine each Party's costs, risks and insurance requirements incidental to the supply and transport of the *goods* from *Supplier* to *Purchaser*.

For each of the thirteen terms, Incoterms set out obligations of the seller (the *Supplier*) in ten paragraphs identified as A1 to A10 and the corresponding obligations of the buyer (the *Purchaser*) in paragraphs B1 to B10. These obligations cover the following subjects:

A	The <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> obligations
A1	Provision of goods in conformity with contract	B1	Payment of the price
A2	Licences, authorisations and formalities	B2	Licences, authorisations and formalities
A3	Contracts of carriage and insurance	B3	Contracts of carriage and insurance
A4	Delivery	B4	Taking delivery
A5	Transfer of risks	B5	Transfer of risks
A6	Division of costs	B6	Division of costs
A7	Notice to the buyer	B7	Notice to the seller
A8	Proof of delivery, transport document	B8	Proof of delivery, transport document or

² International Chamber of Commerce, Incoterms 2000, Paris, January 2000.

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.

	or equivalent electronic message		equivalent electronic message
A9	Checking - packing - marking	B9	Inspection of goods
A10	Other obligations	B10	Other obligations

[Should there be a need to amplify any of the published obligations listed above for the chosen INCOTERM, add them here. Before doing so read SC3 Guidance Notes pages 18 to 20 as well as the cross references to INCOTERMS included in the guidance.]

All other information NOT pertinent to the above is given in the balance of the Goods Information

The Supply Requirements for this contract are as follows:

1. The requirements for the supply are	Timing as stipulated on the section 30.1 above	
2. The requirements for transport are	The mode of road transport to be used	
3. The delivery place is	Duvha Power Station	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Supplier
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Supplier
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	N/A
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance 3.2A Certificates	
	As prescribed on the following documents Annexure A: Works Information	

All other information NOT pertinent to the above is given in the balance of the Goods Information

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.**Annexure B: Insurance provided by the Purchaser**

These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract.

Transit insurance of goods originating from outside the borders of the Republic of South Africa

For the purpose of supply contracts, the only insurance provided by Eskom (the *Purchaser*) is transit shipment cover, commonly known as Marine Insurance for air, sea, rail and road freight (including local land arrangements) for conveyance of *goods* originating outside RSA. Please consult the website stated below to ascertain whether Format A, Format B or Format Dx is applicable to this contract and then the

- Marine Insurance Policy wording;
- Eskom Shipment Policies and Procedures – note a pre-shipment survey form has to be completed under certain circumstances;
- Marine Claims Handling Procedures – for important shipment actions and claims forms in event of damages to cargo freight via sea, barge, air, road or rail.

For EXW (Ex Works collections) this is of no concern to the *Supplier* but for any other Supply Requirement (such as CIF, DDU, or DDP) the *Supplier* need not provide such insurance even if the INCOTERM requires it and tendering suppliers should ‘discount’ their prices when tendering to allow for this provision by the *Purchaser* (Eskom).

Supplier’s liability for damage to the Purchaser’s property

Whilst this is a liability the *Supplier* carries and should cover (if he is required to deliver the *goods* to the *Purchaser’s* premises) his liability is limited to the amount of cover provided to the *Purchaser* within his assets policy. This amount varies depending on the Division within Eskom to which the *Supplier* is making the delivery. For any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance the *Supplier’s* liability would be:

- R15million for Generation Division projects,
- R7.5million for Transmission Division projects or
- R1.0million for Distribution Division projects

All other insurance

As required by clause 84, the *Supplier* provides all other insurance for his risks. The *Supplier* should give further consideration to providing for these additional insurance concepts [for amounts and periods of insurance the *Supplier* deems fit and necessary].

Professional Indemnity: The insurance provided shall indemnify the *Supplier* (and/or his professional consultant) for those sums which the *Supplier* or his consultant shall become legally liable to pay as damages arising from any claim first made against the *Supplier* / consultant and reported to their insurers during the Period of Insurance, directly arising out of any negligent act, error or omission committed or alleged to have been committed by the *Supplier* / consultant in the conduct of **professional services** (for example, design) in connection with this contract.

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Products Liability: A special General Liability extension for liability arising out of the *Supplier's defective:*

- production and manufacturing process (workmanship or material), or
- product design, or
- warnings, instructions, usage and maintenance manuals and specifications.

For any further explanation of insurance requirements tendering suppliers are advised to consult their brokers or insurers who may in turn contact Eskom Insurance Management Services per contact details provided on the following website:

http://www.eskom.co.za/live/content.php?Item_ID=9248

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Annexure C: The *Purchaser’s* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the *Purchaser’s* Panel of Adjudicators. Their CV’s may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Adv. Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng (Tel.: +27 (0)11 800 4031) (Fax :+27 (0)86 668 0419) E-mail: Leighton.Itholeng@eskom.co.za

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.

C1.2 Contract Data

Part two - Data provided by the Supplier

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (December 2009) and the relevant parts of its Guidance Notes (SC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	Not applicable
11.2(11)	The tendered total of the Prices is	R Excluding VAT (in words)
11.2(12)	The <i>price schedule</i> is in:	C2.2 Price Schedule
11.2(14)	The following matters will be included in the Risk Register	1. Delays due to failed quality tests.
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	N/A
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	goods and services delivery date 1 Supply and delivery of Economiser Elements Two of sizes Boiler Tubing for Stock Items Once off

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 www.ecs.co.za

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.**PART 2: PRICING DATA****NEC3 Supply Contract**

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	[•]

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.

C2.1 Pricing assumptions

The conditions of contract

How goods and services are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, December 2009 (SC3) core clauses states:

Identified and defined terms 11
11.2

(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.

(12) The Price Schedule is the *price schedule* unless later changed in accordance with this contract.

Assessing the amount due 50.2

The amount due is

- the Price for each lump sum item in the Price Schedule which the *Supplier* has completed,
- where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate,
- plus other amounts to be paid to the *Supplier*,
- less amounts to be paid by or retained from the *Supplier*.
- Spectra Testing to be done prior leaving the Manufacturer site(Before Shipping to South Africa) by TUV Third Party Inspector, confirming correct material as per Specs. Supplied to Duvha.
- PLEASE NOTE: IF MATERIAL DELIVERED TO DUVHA, NOT ACCORDING TO 3.2A CERTIFICATION SPECIFICATIONS, AS WELL AS AN ON-SITE SPECTRA TEST, GOODS TO BE RETURNED WITHOUT ANY PAYMENT DUE TO THE SUPPLIER.

Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

Function of the Price Schedule

Clause 53.1 states: “Information in the Price Schedule is not Goods Information”. This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, “The *Supplier* Provides the Goods and Services in accordance with the Goods Information”. Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

Supply and delivery of Economiser Elements & Bends Two of sizes Boiler Tubing for Stock Items at Duvha Power Station for Four Years on an “As and When” required basis.**Preparing the *price schedule***

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*. Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

1 As the *Supplier* has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to a *Supplier's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Supplier* has decided not to identify a particular item in the *price schedule* at the time of tender the cost to the *Supplier* of doing the work is assumed to be included in, or spread across, the other Prices and rates in the *price schedule* in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item of *goods* or *services* later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Supplier* in the *price schedule* are inclusive of everything necessary and incidental to Providing the Goods and Services in accordance with the Goods Information, as it was at the time of tender, as well as correct any Defects not caused by a *Purchaser's* risk.

5 The *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of a *Purchaser's* risk event listed in core clause 80.1.

Format of the *price schedule*

(From Appendix 5 on page 78 of the SC3 Guidance Notes)

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering *Supplier* enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

C

2.2 the price schedule

Item no.	Stock number	Description	Unit	Qty	Rate/m	Price
1	55299	<p>Tube, Boiler Straight: nominal size: 51 mm; wall thickness: min 6.3 mm; material: 15M03; Length: 8 m; Structure: plain; ends: plain; type: economizer; Specification: EN10216-2; 150mm on each side un-gilled, welded steel, flow scheme 12, Gill size 120mm x 51mm x 3mm, spaced 20mm apart with a 20mm gap on opposite sides, standard number 1.5415,</p> <p>To be end-capped, colour coded and hard stamped with low stress stamps at both ends of tubes indicating material and TUV stamp, wall thickness to be indicated on each, After manufacturing one element hold point for TUV, Eskom for inspection, open ends to be capped, material and test certificates to be according to BS EN 10204:2004 type 3.2A certification.</p> <p>CONSIGNMENT ACCORDING TO: ESKOM Procurement of High Pressure Pipework and Boiler Tubing Material Standard in the Generation Division.</p>	Per meter	4 000		

Item no.	Stock number	Description	Unit	Qty	Rate/m	Price
2	175814	<p>Tube, Boiler Straight: nominal size: 51 mm; Wall thickness: min 5.6 mm; material: 15M03; Length: 8 m; Structure: plain; ends: plain; type: economizer; Specification: en10216-2; 150mm on each side un-gilled, welded steel, flow scheme 12, gill size 120mm x 51mm x 3mm, spaced 20mm apart with a 20mm gap on opposite sides, Standard number 1.5415, To be capped, colour coded and hard stamped with low stress stamps at both ends of tubes indicating material and TUV stamp, wall thickness to be indicated on each, After manufacturing one element hold point for TUV, Eskom for inspection, open ends to be capped, material and test certificates to be according to BS EN 10204:2004 type 3.2A certification.</p> <p>CONSIGNMENT ACCORDING TO: ESKOM Procurement of High Pressure Pipework and Boiler Tubing Material Standard in the Generation Division.</p>	Per meter	2 704		
3	58555	<p>Bend, Pipe: Outside Diameter: 51 Mm; Connection: Weld On; Material: 15mo3; Degree: 180 Deg; Radius: 127 Mm; Specification: En10216-2; Type: Economizer; wall thickness: 6.3mm X 127mm Centre Leg Length 160 Mm Long; Material and Test Certificates to be according to BS EN 10204:2004 Type 3.2; adhere to Eskom Goods Information Requirements and the supplier will comply to the following Standard (See Procurement of High Pressure Pipework and Boiler Tubing Material Standard in the Generation Division 240-87733094 Latest Revision); Material Certification To En10204/3.2; conduct a material analysis (Spectrometer Test) on each Batch of Material at the supplier's premises prior delivery to the Power Station; the Power Station AIA will be present to review and verified the Spectrometer Results. Material not meeting the requirements will be rejected; the spectrometer results must correspond with the material certificate; all the documentation will be evaluated by Engineering including the Spectrometer Test results signed by Power Station AIA upon delivery before acceptance of the material; Note material will not be accepted without the material certificates and the Spectrometer Test Certificate signed and verified by Power Station AIA</p>	Each	1 300		

Item no.	Stock number	Description	Unit	Qty	Rate/m	Price
4	52384	Tube, Boiler Bend: Size: 51 Mm; Wall Thickness: 5.6 Mm; Shape: U; Material: 15mo3; Radius: 120 Mm; Ends: Capped; Specification: Din 17175; Reference No: 10; Economiser; 160mm Long; Flow Scheme 10; 181 Degree; wall thickness after bending as per 12.5pct; material certificate to be supplied with all Type 3.2; All to be Colour Coded, hard stamped with low stress stamps; to be weld prep to 35deg; ovalty after bending 10pct; pipe centre to centre 125mm; adhere to Eskom goods information requirements and the supplier will comply to the following standard (see procurement of High Pressure Pipework and Boiler Tubing material standard in the Generation Division 240-87733094 Latest Revision); Material Certification To En10204/3.2; Conduct a material analysis (Spectrometer Test) On Each batch of material at the supplier's premises prior delivery to the power station; the power station AIA will be present to review and verified the spectrometer results. material not meeting the requirements will be rejected; the spectrometer results must correspond with the material certificate; all the documentation will be evaluated by engineering including the spectrometer test results signed by power station AIA upon delivery before acceptance of The material; note material will not be accepted without the material certificates and the spectrometer test certificate signed and verified by power station AIA	Each	1 300		
5		Transportation to Duvha Power Station (price per kilometre for delivery to be indicated on each task order)	Per order			

- Adhere to Eskom goods information requirements and the supplier will comply to the following standard (see procurement of high-pressure pipework and boiler tubing material standard in the generation division 240-87733094 latest revision);
- Material certification to en10204/3.2.
- Conduct a material analysis (spectrometer test) on each batch of material at the supplier's premises prior delivery to the power station.
- When material delivered to Duvha stores, prior to off-loading, another spectra test will be carried out witnessed by AIA & system engineer. If not correct as per 3.2a certification, the trucks will be returned to the supplier without off-loading any material not passing these tests.
- Material not meeting the requirements will be rejected.
- The spectrometer results must correspond with the material certificate.
- All the documentation will be evaluated by engineering including the spectrometer test results signed by power station AIA upon delivery a before acceptance of the material;
- Note: material will not be accepted without the material certificates and the spectrometer test certificate signed and verified by power station AIA type 3.2a.

- *Please note: if material delivered to Duvha, not according to above requirements, goods to be returned without any payment due to the supplier.*

The total of the Prices

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Full Names:	
Surname:	
Signature:	
Date:	

REFER TO ANNEXURES:

TECHNICAL WORKS INFORMATION

PROCUREMENT OF HIGH PRESSURE PIPEWORK.

1. Material Procurement requirements

1.1 Material Specification

The material to be used for the design of the main steam system shall be EN10216 Part 2 – X20CrMoV11-1 (1.4922). EN 10216-2 10CrMo910 (1.7380) material will be used for selected drain piping and other attachments.

All forged components shall conform to the requirements of EN 10222. However, the delivery conditions, mechanical and non-destructive testing shall be in accordance with EN 10216-2 and all other additional requirements stated below.

1.1.1 The following mandatory information from the material manufacturer must be supplied as part of the tender returnables:

Third Party / Notified Body certification (in accordance to EN 764-5) that the plant has been audited and authorised having a quality assurance system for material manufacture in accordance with PED 97/23/EC or 2014/68/EU (Pressure Equipment Directive) to produce the material grades and dimension ranges tendered for.

1.1.2 The following requirements shall be adhered to over and above the technical delivery conditions stated in EN 10216-2:

1.1.2.1 Declaration of Conformity

A declaration form must be signed to confirm that all the requirements of this section of the technical specification (section 5) can be met. If there are requirements that cannot be met, these should be listed on the declaration form. Supporting documents should be attached for evaluation and as proof. This is required for each plant where tubes will be manufactured and must be included with the tender submission.

1.1.2.2 Steel Making Process

The foundries used to supply cast billets for the manufacture of all piping and forging shall be listed in the tender documents.

The manufacturer shall provide Eskom with a short technical description of its process to ensure the production of “clean” steel. Raw material and scrap control by foundries must demonstrate low contamination levels of trace and dangerous (poisonous and radioactive) elements. Only fully killed steels will be acceptable.

Manufacturers shall also provide details of raw material suppliers and their PED certification.

1.1.2.3 Heat Treatment

The following requirements shall apply and be demonstrated and listed on both tender evaluation documents AND material certificates for each material order. For material certificates (3.2) actual data is required.

- (a) The calibration status of the furnace shall be demonstrated by the current valid calibration certificate. The actual certificate will be required for the ordered material.
- (b) The horizontal, vertical and diagonal temperature differentials of the furnace shall be less than 20°C ($\pm 10^\circ\text{C}$) over the area where the pipes will be positioned during heat treatment. This must be demonstrated by placing a calibrated thermocouple blocks per furnace control area distributed over the entire loading area and to include the extremes. The plan to show how this was or will be achieved must be supplied and agreed on before the tender is awarded and the results to prove that it was achieved must be included in the furnace calibration certificates. Thermocouples must be used to demonstrate that the correct heat treatment process has been followed through the entire process. This should include the transformation process where applicable. For tubes and pipes that are not sensitive to heat treatment (low alloy steels) Eskom Engineering may waive the requirement to place thermocouples in the furnace if proper temperature control is demonstrated by the supplier.
- (c) Pieces must be packed and separated to avoid non-uniform heating and cooling rates (especially during austenitizing, hardening and tempering of CSEF steels) and associated non-uniform material properties.
- (d) The heat treatment plan (heating and cooling rates and mediums, with holding temperatures, times and sequence – dummy charts) for each material type and dimensions batch must be supplied with the tender documents. These heat treatment plans and the actual heat treatment charts of each batch should be included in the data books

1.1.2.4 Chemical Composition

- (a) Both cast / melt analysis and product analysis (on the same sample used for mechanical testing) is required for the materials ordered.
- (b) Trace elements must be controlled and reported (on mill material certificates) for the chemical analysis of *all* materials. The following limits must be adhered to:
 - Phosphorus (P) $\leq 0,015\%$
 - Sulphur (S) $\leq 0,005\%$
- (c) The following elements must be reported on the material certificate (EN10204)
 - Arsenic (As)
 - Antimony (Sb)
 - Tin (Sn)
 - Lead (Pb)
- (d) The following special requirements, for both cast and product analysis (within but more stringent than code limits are required for X20CrMoV11-1 material:
 - Nickel (Ni) – shall be within the range of 0.30 – 0.50%
 - Copper (Cu) – shall be restricted to a maximum of 0.10%Additionally, the control of Delta Ferrite will be maintained by adherence to the following formula:
 $(\text{Cr} + 6\text{Si} + 4\text{Mo} + 1,5\text{W} + 11\text{V} + 5\text{Nb} + 9\text{Ti} + 12\text{Al}) - (40\text{C} + 30\text{N} + 4\text{Ni} + 2\text{Mn} + 1\text{Cu}) < 12$

1.1.2.5 Mechanical Properties

All mechanical testing shall be done in accordance with EN 10216-2 Table 13 Test Category 2 (TC 2) inclusive of all optional test requirements.

- (a) *Tensile testing* shall be done at room temperature and in the transverse direction except where the dimensions do not allow. The sample direction must be noted on the test report. Tensile properties shall comply with the respective codes. Yield strength (or 0,2% proof strength), ultimate tensile strength, elongation and reduction in area shall be reported.

High temperature tensile tests shall be carried out for all materials used in time-independent designs. A temperature of 550°C shall be used. Testing shall be in the transverse direction except where the dimensions do not allow. The sample direction must be noted on the test report. Tensile properties shall comply with the code values. Yield strength (or 0,2% proof strength), ultimate tensile strength, elongation and reduction in area shall be reported.

- (b) *Hardness testing* (macro-Vickers with 10kg load) shall be carried out on a cross section, close to the outside surface (0,5 - 1mm), in the centre and close to the inside surface (0,5 - 1mm) of each sample. Care must be taken to polish away the cold work effects from cutting of the samples.
- (c) *Impact testing* shall be done in the transverse direction except where dimension do not allow. The sample orientation must be noted on the test report. Impact properties shall comply with code values.

1.1.2.6 Non Destructive Examination

All testing shall be carried out in accordance with EN 10216 – 2 Table 13 Test Category 2 (TC 2) inclusive of all optional test requirements.

Additional NDT in the form of ultrasonic testing (UT) must be carried out in the transverse direction, and for the detection of laminar imperfections.

Magnetic particle (MT) shall be carried out on all tubes/pipes. Should electromagnetic testing be used (in the case of tubing) it must be fully capable of detecting longitudinal defects.

In all cases leak tightness testing shall be electromagnetic testing.

1.1.2.7 Certification

Certification shall be in accordance with EN 10204 3.2 in all cases.

1.1.2.8 Protection Against Corrosion

All pipes and tubes must be dry, free of corrosion, and a temporary protective coating must be applied on each tube to protect it for long term storage in outside atmospheric conditions (open storage). Tube ends must be covered with tight fitting end caps and desiccant bags or suitable inhibitor must be placed in the inside of each tube to protect it for long term storage in atmosphere (outside storage). The manufacturer must supply details of the coating and desiccant /inhibitor that will be applied.

1.1.2.9 Marking

Standard and clear legible marking must be applied to all on both ends of each tube/pipe. All marking shall be in accordance with the relevant code.

1.1.2.10 Surface Condition

The surface of all tubes/pipes shall be of such a nature that all required NDT testing can be carried out without restriction.

All pipes/tubes shall be delivered free of external and internal scale.

1.1.2.11 Delivery

- (a) Order requirements and specifications (including declaration of conformity)
- (b) PED certification
- (c) Signed quality control documentation
- (d) Certificates according to EN 10204 (3.2) including all detailed results for destructive and non-destructive testing.
- (e) Heat treatment charts (austenizing and tempering) and/or a detailed explanation of the processes including ramp rates, hold times and temperatures.
- (f) Surface finish and corrosion protection applied.
- (g) All concession correspondence if applicable.

1.1.2.12 Manufacturing Plant Details

Name, street and postal address, contact names and telephone numbers of the plant (*site of manufacturing, inspection, testing, and release – if any activity is done at a different plant it must be listed*) where the material will be manufactured, must be supplied with the tender submission. Note that Eskom reserves the right to audit the facilities (or arrange for it by a third party). Under no circumstances can material be manufactured elsewhere without Eskom's written approval.

1.1.2.13 Creep Data

For materials operating in the creep regime (>450°C) certificates to prove that material of the same grade as the tendered or quoted material, was manufactured at the plant and subjected to actual creep testing of at least 40kh is required, no extrapolation is permitted (e.g. similar material appraisal info as in VdTÜV data sheets). In the event this cannot be supplied during the tendering process a signed declaration confirming the above point and allowing access to this documentation at any stage during the tendering process must be submitted.

1.1.2.14 List of Previous Supply

A list must be supplied of all material supplied over the past two years, with particular attention paid to the material required as part of the order. This should include both the material type and size.

Additionally, a reference list with contact details of the end users (Utilities) should be supplied with tender submission for evaluation by Eskom. The reference list must include dates of delivery, material grade, dimensions, tonnage and user contact details. Eskom reserves the right to audit the manufacturing plants or arrange for an audit by a third party without any obligation to give reasons for executing this right. Should a plant be unable to prove manufacturing of a specific grade of material, proof should be provided that the mill has produced pipes in a material grade of similar chemical composition and manufacturing complexity in the past.

WORKS INFORMATION FOR THE PURCHASE OF BOILER TUBES

Seamless tubes with dimensions and steel grades to be supplied as per attached schedule (APPENDIX 1), in accordance with most stringent of all requirements of the following specifications:

- EN 10216-2, 3, 4 and 5
- VGB Specification VGB-R 109
- VdTÜV WB511 (03.2009), – *X10CrMoVNb9-1 and T91 impact properties only*
- EPRI Guideline: Best Practice for Manufacturing and Construction of Grade P91 Steel Components – *Chemical analysis and heat treatment requirements for X10CrMoVNb9-1 and T91 only*
- VdTÜV WB560/2 (03.2009) – *VM 12 only*
- VdTÜV WB547 (06.2003) – *DMV 347 HFG only*
- ASTM A192/A192M
- ASTM A210/A210M
- ASTM A213/A213M
- Eskom Technical Specification

Notes:

1. ASTM/ASME specifications are exclusively for the use of Duvha Power Station.
2. Certification in terms of EN 10204: "Types of Inspection Documents" is required for all tubes supplied.
3. As no ASME equivalent to EN 10204 exists material supplied to ASTM/ASME specification should be supplied with certification as in Note 2 above.
4. The attached Works Information Check List (APPENDIX 2) MUST be completed in full with the tender documents. The Works Information Check List and supporting information will be used for the Technical Evaluation. If Quality Gatekeepers are not adhered to in full, the tender will be disqualified.

Important: TE1 – Complete a Works Information Check List point TE1 (APPENDIX 2) for each material grade and manufacturing plant by stating/committing to full compliance with the above requirements.

Steel Making Process

The foundries used to supply cast billets for tube manufacturing shall be listed in the tender documents.

Material shall be manufactured under controlled melting processes (as a minimum, electric arc process with vacuum degassing, argon bubbling, inductive stirring, bottom pouring and appropriate after-treatment) to ensure that clean steel which is also "free" of inclusions is delivered to the tube manufacturing plant. Raw material and scrap control by foundries must demonstrate low contamination levels of trace and dangerous (poisonous and radioactive) elements. Only fully killed steels will be acceptable.

For Austenitic Stainless Steels, only Argon-Oxygen-Decarburisation (AOD) or Vacuum-Oxygen-Decarburisation (VOD) processes are allowed.

Details of the foundries that supply billets and the steel making processes shall be supplied with the tender.

The processes followed and the supplier of the castings/billets must also be listed on the foundries' material certificates and included in the final data books.

Note: Welding is not permitted during pipe manufacture or forming processes.

Inspection Certificate

Certification in terms of EN 10204: "Types of Inspection Documents" is required for all tubes supplied. CERTIFICATE TO BE 3.2A CERTIFIED

EN 10204: 3.2 Certification will be acceptable for the following materials:

- All grades of carbon steel
- 16Mo3
- 13CrMo45 (T11)
- 10CrMo910 (T22)

1 .Restriction on Copper and Tin Content

Cu < 0.250%, This is applicable to only the materials for which 3.2 certification is a requirement.

Sn < 0.010%. These chemical analyses results (Cu & Sn) per batch must be supplied with the certificates.

Important: TE11 - Complete Works Information Check List point TE11 (APPENDIX 2) for each

2 Chemical composition

- (a) Trace elements to be controlled and reported for the cast analysis of the materials. The following limits must be adhered to. This is applicable only to the materials for which 3.2 certification is a requirement, and these elements must appear on the test certificates.
P ≤ 0,020; S ≤ 0,010; As ≤ 0,010; Sb ≤ 0,003; and As +Sn +Sb +Pb <0.01

3 Longitudinal impact testing at -10°C for non-alloy steel grades – only where practical

This option is required for non-alloy steels as per Table 4 of EN 10216-2 and for 15NiCuMoNb5-6-4 (WB36).

4 Mechanical properties

Tensile testing must be done at room temperature in the transverse direction except where dimensions do not allow it. The sample orientation must be noted on the test report. The tensile properties must comply with the most stringent values (higher than highest minimum and lower than lowest maximum) given in VGB R-109, EN 10216, VDTÜV data sheets, Eskom Specification. The yield strength (or 0.2% proof strength), ultimate tensile strength, elongation and reduction in area must be reported. ASME materials shall conform to the applicable ASME Standard as listed above (except for T91, T23 and DMV 347 HFG where the most stringent criteria of all specifications apply).

5 Non-destructive testing

All tubes must be subjected to non-destructive testing for the detection of longitudinal imperfections in accordance with paragraph 11.11.11 of EN 10216-2. No dressing of defects will be permitted unless agreed to by Eskom on a case by case basis. All recordable indications and dressing there-of must be reported on the test certificate documents.

6 Diameter and wall thickness

The tubes shall be delivered to the diameters and wall thickness as per the schedule supplied with the tender documents. Unless if otherwise stated, tubes are OD and min WT controlled.

7 Lengths

The tubes shall be delivered as per the works information/price list (8m lengths only)

8 Inspection documents

Certification in terms of EN 10204: "Inspection Certificate" is required for all tubes supplied as per the requirements stipulated under the paragraph "Inspection Certificate" in this document.

The inspection documents / certificates shall also contain copies of the heat treatment charts (as per above) and reports for optional/additional inspections requested by the purchaser and Eskom.

9 Option 16: Non-destructive testing

Shall be carried out as per the code

10 Marking of tubes

Standard and clear legible marking (stencil painting) must be applied on the outer surfaces along the lengths of the pipes at both ends of each tube. Requirements of VGB-R 109 must be complied with. Third party marking must be included.

11 Protection

All pipes and tubes must be dry, free of corrosion, and a temporary protective coating must be applied on each tube to protect it for long term storage in outside atmospheric conditions (open storage). Tube ends must be covered with tight fitting end caps and desiccant bags or suitable inhibitor must be placed in the inside of each tube to protect it for long term storage in atmosphere (outside storage). The manufacturer must supply details of the coating and desiccant /inhibitor that will be applied for approval by Eskom.

12 Surface finish

Inside + outside: The surface of all tubes and pipes must be clear of mill scale and the surface finish must be adequate to allow code compliant non-destructive testing as per paragraph 6.1.13 of EN 10216-2.

The manufacturer must supply details of surface finish with the tender and clarify Eskom acceptance. If no information is supplied, a surface roughness of $R_a < 1.6$ ($RMS < 64.3$) or better will be required

Upon completion, technical data books must be supplied containing as a minimum:

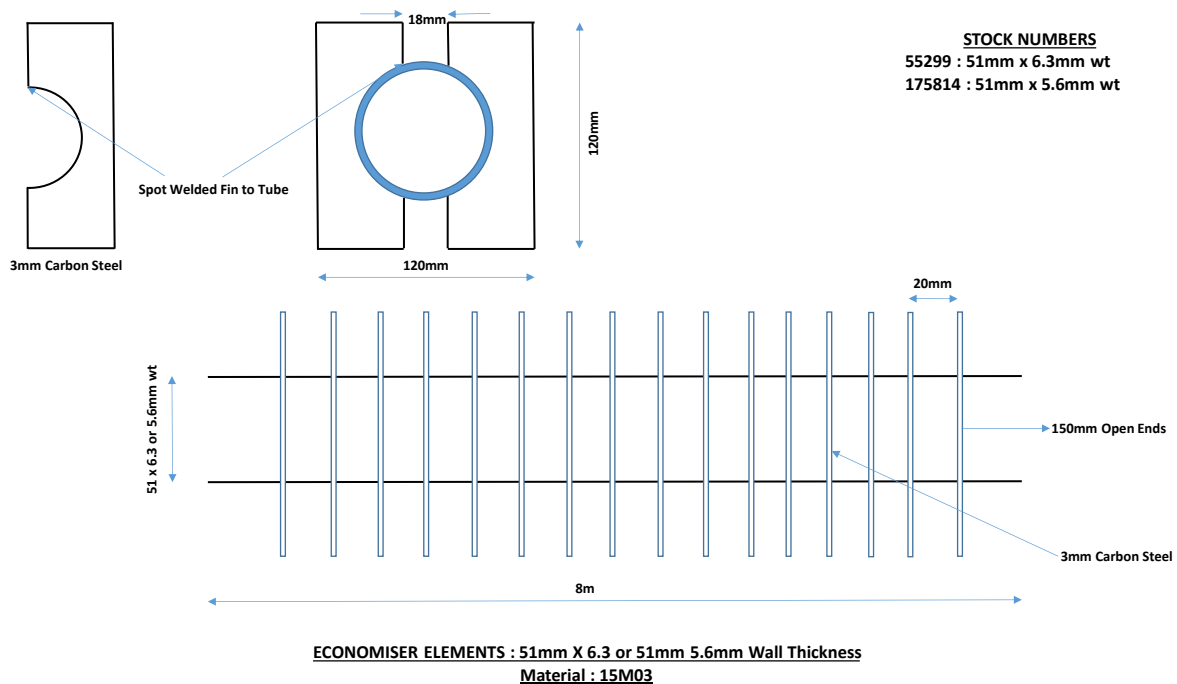
- Order requirements and specifications (including the declaration form and supporting documents supplied with the tender) as well as heat treatment and furnace packing plans
- Signed quality control plans.
- Steel making processes and foundry material certificate

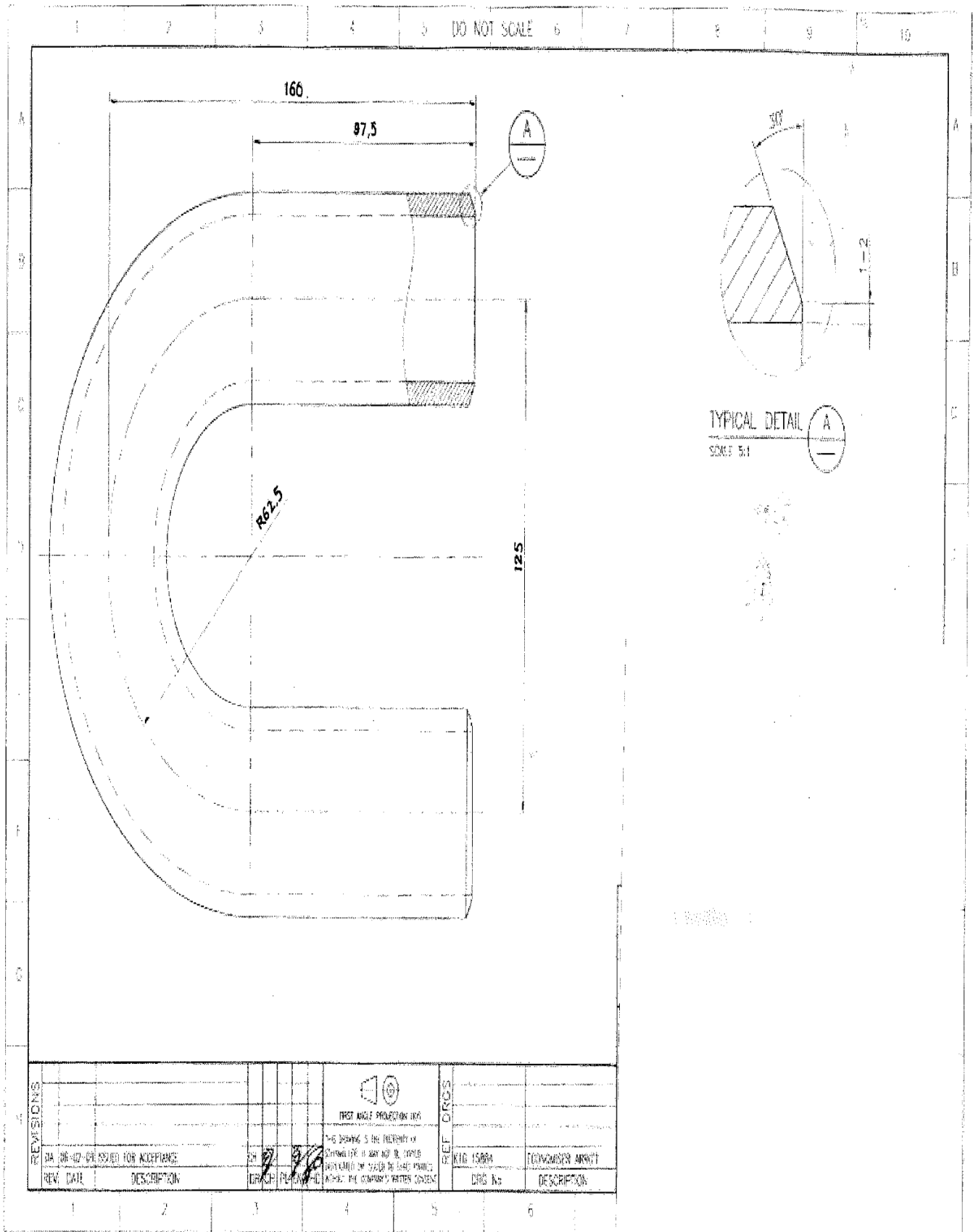
- Certificates according to EN 10204 (3.1, 3.2) including detailed results for all destructive and non-destructive testing, tensile curves, additional testing, etc.
- Heat treatment charts (austenizing and tempering) and or detail explanation of the heat treatment processes with ramp rates, quench media, holding times and temperatures
- Agreed surface finish and protection applied.
- All concessions correspondence.
- Certificate of Conformance to SANS 347 and the South African Pressure Equipment Regulations.

The data books shall be supplied as follows (unless agreed differently):

- On or before material shipment to Eskom
- Originals to the Eskom Project Manager with hard copy to Eskom Project Engineer, Group Technology Representative and site AIA
- Electronic copies to each of the Eskom Project Manager, Engineer and AIA who will keep it safe. One copy must go onto HyperWave (BTFR or Pipework site).

An example of a quality control plan / inspection and test plan (ITP) used for manufacturing of tubes at each facility must be supplied with the tender documents for evaluation by Eskom. This must demonstrate how processes will be controlled to meet all the requirements of this specification.





1. Management strategy and start up.

2.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the Contract *Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Daily progress & planning meetings	As and when required	Duvha Power Station	<i>Employer</i> & <i>Contractor</i>
Overall contract progress and feedback	As and when required	Duvha Power Station	<i>Employer</i> & <i>Contractor</i>
Risk register and compensation events	As and when required	Duvha Power Station	<i>Employer</i> & <i>Contractor</i>

Meetings of a specialist nature may be convened as specified elsewhere in this scope of work or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the Contract *Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.2 Contractor’s management, supervision and key people

The *Contractor* shall provide a Site/Project Manager to supervise, monitor, control and co-ordinate all activities during the contract.

- Manage and lead the team to ensure proper adherence to the contract scope and execution of all work by the team.
- Provide advice in respect to problems and possible solutions.
- Ensure adherence to legislative requirements.
- Ensuring compliance to the Eskom Quality requirements for engineering and construction in generation standard (QM 58 latest revision)

2.3 Documentation control

- All procedures, work instructions, forms and all contractual communications must be controlled for the duration of the contract.
- The following will appear on all controlled documentation as a title page, page header or page footer:
 - ❖ Title
 - ❖ Document Unique identifier
 - ❖ Revision number, original documents will be noted as revision 0. All subsequent revisions will be number sequentially (1, 2, 3, 4....)
 - ❖ Revision Date
 - ❖ Date when document was last changed. This date will change with each revision.
 - ❖ Effective Date
 - ❖ Date when document first came into use. This date will not change as the document is revised.
- All contractual communications will be in the form of properly compiled letters or forms attached to emails and not as a message in the email itself.
- Inspections reports to be compiled and submitted within one week.
- Data package after all the work has been finished to be submitted within one week after the repairs.
- Formal and informal communications will be in writing between the *Contract Manager* and the *Contractor* only, any agreements between the *Contractor* and any other person representing the *Employer* which has not been delegated by the *Contract Manager* will be invalid. Any instructions written or verbal resulting in any changes to the duration, quality, cost of the project may only be received from the *Contract Manager*.

2.4 Invoicing and payment

Within one week of receiving a payment certificate from the *Contract Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Contract Manager's* payment certificate.

The *Contractor* shall address the tax invoice to Eskom Holdings Limited's VAT (4740101508) and Company Registration Number (2002/015527/06). The tax invoice shall be saved in PDF and sent to invoiceseskomlocal@mp2rc110.eskom.co.za and include on each invoice the following information:

Name and address of the *Contractor* and the *Contract Manager*;

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number 4740101508;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; (add other as required).

2.6 Training workshops and technology transfer

Duvha Power Station will from time-to-time schedule Plant Safety Regulations training; it is responsibility of the *Contractor* to book his personnel for the training.

2.7 Things provided at the end of the *service period* for the *Employer's* use

2.7.1 Information and other things

All records, data books, inspection reports, QCPs etc relating to the *Works*.

2.8 Management of work done by Task Order

The *Contract Manager* issues a Task Order to the *Contractor* which specifies clearly the work, services, equipment and material to be provided, additional specifications and procedures and any other constraints the *Contractor* complies with in providing the *Works*. The Task Order is issued before the *Contractor* Provides the Work.

The *Contract Manager* issues Task Orders to the *Contractor* in a timely manner that allows the *Contractor* to properly plan the work within the time periods stated on the *Task Order*.

2. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The service requires that the Contractor must have at least two employees preferably the Supervisors to be trained, competence-assessed, and authorized in writing to perform the duties of a Responsible Person in terms of the Eskom Plant Safety Regulations. The *Employer* will offer Plant Safety Regulations free of charge to the *Contractor* employees depending on the availability of PSR training schedule.

While work is in progress, adequate warning signs and/or barricades shall be used in all areas where there is a risk of persons being injured by materials or equipment falling from the work area. Barricades should be continuous and easily visible.

The *Contractor's* personnel is to undergo Safety Induction Training at Duvha prior to commencement of this contract and all the relevant Documentation is to be approved by Safety Officials and the *Contract Manager* before any activities can be started on site.

- a) The *Contractor* complies with the requirements of the Duvha Power Station Safety, Health & Environmental Specifications SAS 0012: Duvha Power Station Contractors safety manual.
- b) The documents are completed by the Contractor's and submitted to the Employer before taking possession of the works.
- c) These documents are valid for the duration of the works.
- d) The *Contractor* and all his personnel attend a Health and Safety Induction Course prior to starting with the works.
- e) The induction course is presented by the Safety Risk Department at Duvha Power Station.
- f) The *Contractor* makes arrangements with Safety Risk Management at telephone number 013-690-0143 or 013 690 0505.
- g) The *Contractor* submits all the documents as indicated in the Safety, Health & Environmental Specifications relevant to the work to Safety Risk Management before the induction course.
- h) Training and Competency Records with regard to the skills he uses to carry out the works or any other works in the Employers premises.
- i) Compensation Commissioner records and proof of registration.
- j) Records and documentation with regard to any sub-contractor or labour-only contracts he places or uses to carry out the works or any other works in Employers premises.
- k) Personal Protective Equipment and Safety Equipment Inspection, training and competency records and documentation.
- l) Employment contracts for all sub-contractor or labour-only contracts.

- m) Compliance to a Safety System, such as NOSA or any other system that is similar in nature.
- n) Records of all incidents or accidents, and vehicle accidents, incurred during execution of this works or any other works in the Employers premises.
- o) Records of all man-hours, including sub-contractors or labour-only contracts, the *Contractor* spends on the *Employers* premises.
- p) Written Safe Work Procedures for all hazardous tasks the *Contractor* executes on the *Employers* premises.
- q) A Fall Protection Plan for all elevated work the *Contractor* does on the *Employers* premises.
- r) Environmental Plan and awareness training.
- s) Induction training records of his staff by himself/herself.
- t) Minimum wage compliance for the different skills and to which Bargaining Council compliance is made to and proof of membership, if any.
- u) Risk Assessment of this type of work.
- v) Proof of authorisation/accreditation from Department of Employment and Labour and or other Statutory Body for this type of works, if applicable.
- w) Emergency Evacuation and Rescue Plan for the hazardous tasks related to the works.

3.2 Environmental constraints and management

- The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure ENVP 0016: Procedure for environmental handling of waste including redundant and obsolete equipment.
- Refuse Disposal
- The *Employer* will provide special colour coded bins for refuse disposal. The *Employer* will empty these bins.
- The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins:
 - Maroon bins: - Scrap metal only
 - White bins: - Lagging and general household rubbish
 - Yellow bins: - Ash, dust, coal dust and sand
- For the full duration of the *Works*, the *Contractor* is responsible to keep the work area clean of any rubble, and to place all refuse into the bins provided.

3.3 Quality assurance requirements

- All work is carried out under the supervision of an experienced supervisor.
- The *Contractor* complies with the Employer's Quality Requirements as specified in Eskom Generation Standard 240-105658000 QM58 Rev2. Annexure B to the Supplier Quality Management: Specification indicates the specific application thereof. All quality control documentation is submitted to the *Contract Manager* within 7 days of *works* start date.
- Proposed QCP template will be provided to *Contractor* after the awarding of the contract.

3. Procurement

4.1 Plant and Materials

4.1.1 Specifications

The *Contractor* to ensure that the work be performed in accordance to the latest statutory regulations, corporate standards and regulations, SANS and international (where applicable) design standards as well as all associated standards and regulations. This includes but is not limited to the following:

Statutory Safety Regulations:

- Occupational Health and Safety Act, Act 85 of 1993 and its Regulations
- SANS 085 - The Design, Erection, Use and Inspection of Access Scaffolding

Corporate Standards and Regulations:

- SAS 0012 - Duvha Power Station Contractors safety manual
- 240-105658000 QM58 Rev3 - Supplier Quality Management: Specification
- ENVP0005 - Duvha Power Station Waste Management procedure
- RMP0001 - Risk and Impact Assessment – Duvha Power Station.
- SAP0006 - Work in Confined Spaces
- ENP 0002 - Modification Control Process
- 36-1126 - Specification for Corrosion Protection of Plant and Equipment with Coatings
- 240-43156827 - Introduction to the welding rule book
- 36-505 - Personnel and entities performing welding related special processes on Eskom plant
- 32-418 - Eskom Work at Height Standard
- ISO 9001 Quality Management Systems
- 32-727 - Eskom Safety, Health, Environment and Quality (SHEQ) Policy

4.1.2 Correction of defects

- The *Contractor* shall take not more 2 (Two) weeks to correct the defect after has been notified by the *Contract Manager* or his or her representative.
- The *Contractor* shall not repair an item defect emanates from newly installed substandard quality material but rather replace by a new one.
- The *Contractor* will do an item repair on defects due to poor installation or sub-standard work.

4.1.3 Tests and inspections before delivery

- If required, the *Contractor* must conduct material tests and the *Employer* will send representatives to witness tests in line with QCP.
- The *Contractor* submits material test certificates to the *Contract Manager* for acceptance.

4.1.4 Plant & Materials provided “free issue” by the *Employer*

- a) The *Employer* will provide power supply, water and land for the storage of equipment.
- b) The *Contractor shall* supply all the necessary equipment and material required to execute the *Works*.
- c) Should the *Contractor* need to use of any of the *Employer’s* Equipment, including compressed air, electricity, water supply and crane, it must be specified by the *Contractor*. The *Employer* does not guarantee continuity of supply of any of these items.

Working on the Affected Property

5.1 Employer's site entry and security control, permits, and site regulations

- a) The contractor applies for access permits for all works exceeding four (4) weeks via the *Contract Manager*, who will co-ordinate this.
- b) The *Contractor* applies for *Contractor's* Permits for all his employees and/or *subcontractors* at the Security gate, at least 24 hours prior to entry of the Duvha Power Station Security Area.
- c) The *Contractor* completes the specific form in the Duvha Power Station Contractors Safety Manual, listing all of the personnel that he intends using on site.
- d) The completed list, identified with the *Contractor's* name, contains the following information:
 - *Employee Name*
 - *Employee ID Number*
 - *Eskom Safety Co-ordinator signature*
 - *Eskom Project Manager signature*
 - *Validity Date*
- e) No permits are issued to personnel who have not attended safety induction.
- f) The *Contractor* photocopies the first page of the ID book of every one of his employees; reduced to the size 65%.
- g) This completed list, together with the photocopies of the ID books is delivered to Protective Services for the preparation of the *Contractor's* Permits.
- h) The *Contractor* allows at least 24 hours for the preparation of the security permits, before he collects the permits from the Protective Services offices.
- i) The *Contractor's* personnel are required to be always in possession of a Contractor's Permit inside Duvha Power Station.
- j) All *Contractors'* permits are submitted back to Protective Services when the workers leave the site after completion of the *works*. Failure to return the permits will result in a R40,00 penalty for each non returned permit.
- k) The *Contractor* compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at the power station.
- l) Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.
- m) The *Contractor's* visitors and all personnel conform to the security arrangements that are in force at Duvha Power Station.
- n) Application forms for visitors are filled in by the *Contractor's* Site Manager and approved by the *Contract Manager* and submitted to the *Employer's* Protective Services office one day prior to the visit.
- o) Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.

- p) The Chief Security Officer may, with valid cause, remove any of the *Contractor's* personnel from site, either temporarily or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief Security Officer, constitutes a security risk.
- q) No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications are directed to the *Contract Manager* for consideration and approval.
- r) The *Contractor* is restricted to the Site. The *Contractor* is forbidden to enter any other areas and ensures that his employees abide by these regulations.
- s) Parking inside the power station is strictly forbidden, except for loading purposes.
- t) No recruiting of casual labour may be done on *Eskom* premises, including the area outside the Power Station Security Gate.
- u) Security personnel may search any premises, property or person within the security area of Duvha Power Station.
- v) No Photographic equipment will be allowed within the security area of the Power Station without obtaining permission.
- w) Application forms for such permission is available from the Security Services offices.
- x) Any person found in possession of such equipment will be prosecuted in terms of the National Key Point Act.
- y) The *Contractor* needs to submit security clearance for his employees to Duvha Power Station Security services Department before sending the request of attending the safety induction.

5.2 People restrictions, hours of work, conduct and records

- The *Contractor* is restricted to the site. The *Contractor* is forbidden to enter any other areas except the area they will be working at and ensures that his employees abide by these regulations.
- *Contractor* employees must sign first a Limited Access Register (LAR) at Unit Control Room before going to the working area.
- The *Contractor* personnel to work the same working hours as *Eskom* personnel to allow the *Contract Manager* or her/his representative to oversee the works: from Mondays to Thursday's between 7:00am – 16:15pm, and on Fridays between 07:00am – 12:00am. In case of emergency a call-out will be made after working hours but the *Contract Manager* needs to approve for such work arrangement.
- The *Contractor* shall keep records of attendance registers of all his employees and subcontractor/s on site on monthly basis, copies of records shall be submitted to the *Contract Manager* for assessment.

5.3 Health and safety facilities on the Affected Property

- The *Contractor* shall comply with the health and safety requirements contained in SAS0012: Duvha Power Station Contractors safety manual (latest revision obtainable from the *Contract Manager*).
- SHE project documents are compiled and completed by the *Contractor* and submitted to the *Employer* before taking possession of the works.
- SHE file documents are valid for the duration of the works.
- The *Contractor* and all his personnel attend a Health and Safety Induction Course prior to starting with the *works*.
- The induction course is presented by the Safety Risk Department at Duvha Power Station.
- The *Contractor* makes arrangements with Safety Risk Management at telephone number 013-690-0143.
- The *Contractor* submits all the documents as indicated in the Safety, Health & Environmental Specifications relevant to the work to Safety Risk Management before the induction course.
- Training and Competency Records with regard to the skills he uses to carry out the *works* or any other works in the *Employers* premises.
- Compensation Commissioner record and proof of registration shall be submitted.
- Records and documentation with regard to any sub-contractor or labour-only contracts he places or uses to carry out the *works* or any other works in *Employers* premises.
- Personal Protective Equipment and Safety Equipment Inspection, training and competency records and documentation.
- Employment contracts for all sub-contractor or labour-only contracts.
- Compliance to a Safety System, such as NOSA or any other system that is similar in nature.
- Records of all incidents or accidents, and vehicle accidents, incurred during execution of this *works* or any other works in the *Employers* premises.
- Records of all man-hours, including sub-contractors or labour-only contracts, the *Contractor* spends on the *Employers* premises.
- Written Safe Work Procedures for all hazardous tasks the *Contractor* executes on the *Employers* premises.
- A Fall Protection Plan for all elevated work the *Contractor* does on the *Employers* premises.
- Environmental Plan and awareness training.
- Induction training records of his staff by himself/herself.
- Minimum wage compliance for the different skills and to which Bargaining Council compliance is made to and proof of membership, if any.

- Risk Assessment of this type of works
- Proof of authorisation/accreditation from Department of Labour and or other Statutory Body for this type of works, if applicable.
- Emergency Evacuation and Rescue Plan for the hazardous tasks related to the works.
- The *Contractor* provides a First Aid service to his employees and subcontractors. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre on site located next to Unit 2 Front Side and facilities will be available.
- Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life-threatening situations.

5.4 Records of *Contractor's* Equipment

- In case the *Contractor* brings his own Equipment to site, the *Employer* will need to have SANS specified inspections and safety certificates of Equipment before use on site.
- The *Contractor* keeps accurate records of Equipment, and these records are open to audit. All documentation is kept by the *Contractor* for a period of three years following Completion of this contract.

5.5 Equipment provided by the *Employer*

- The *Employer* allows the *Contractor* to use Overhead Cranes and Hoists, provided the *Contractor's* employees are authorised Lifting Machine operators.
- The *Employer* provides scaffolding, the request shall be made on time through the *Contract Manager* or his/ her representative.
- Should the *Contractor* require using any of the *Employer's* Equipment, including compressed air, electricity, water supply and crane, it must be specified by the *Contractor* during the kick off meeting. The *Employer* does not guarantee continuity of supply of any of Equipment.
- The *Employer* shall be entitled to withdraw use of the said Equipment, should proper maintenance and cleanliness not be ensured. In that event, the *Contractor* shall be obliged to provide the necessary Equipment at his own cost.
- The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and / or lost whilst in the *Contractor's* custody and control.
- The *Contractor* Site Manager must ensure that any one of his employees or Sub-*Contractor*, operating hoist equipment belonging to the *Employer*, is authorised by an Accredited Company and retraining is done annually. Arrangements for training courses

can be made via Duvha Power Station Maintenance Training but the *Contractor* will absorb costs.

- A copy of this accredited and valid training certificate must be given to the *Employer's Supervisor*, who will then arrange access for usage.

5.6 Site services and facilities

5.6.1 Provided by the *Employer*

a) Potable Water Supply

- Potable water is available at the existing points. The *Contractor* provides his own water pipes and fittings from the supply water point to their offices.

b) Electrical Power Supply

- Power is available at the existing points.
- The *Contractor* provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.
- All *Contractors'* Electrical Distribution Boards are earthed to the steel structure of the plant.

c) Toilet Facilities

- The *Employer* has existing ablution facilities on the plant but their availability is not guaranteed hence it is advisable that the *Contractor* provides ablution facilities for its personnel.

d) Catering Facilities

- The *Contractor* are not allowed to use the *Employer's* dining facilities, unless a specific agreement has been made between the *Contractor* and *Eskom* Catering and Accommodation Services (ECAS).
- The *Contractor* may buy take away meals from the fast foods outlet on site provided they are making orders on time.

e) Medical Facilities

- The *Contractor* provides a First Aid service to his employees and subcontractors. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities will be available.
- Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life-threatening situations.
- The *Employer* recovers the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

5.6.2 Provided by the *Contractor*

- The *Contractor* provides sites offices, VIP ablution facilities and dining area facilities as required for use by the *Contractor* employees once on site and all other facilities they deem necessary in executing the work as quoted for in the site establishment and de-establishment costs.
- **Potable electrical distribution board**
 - ❖ The *Contractor* provides his own potable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.
 - ❖ *Contractors'* Electrical Distribution Boards complies with the OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations.
 - ❖ Each board brought onto site must have a Certificate of Compliance issued by an accredited electrician.
 - ❖ The *Employer* connects distribution boards to a 380V three-phase AC power supply, only after the *Contractor* has submitted the valid Certificate of Compliance.
 - ❖ All *Contractors'* Electrical Distribution Boards are earthed to the steel structure of the plant
- The *Contractor* provides transport for material and people to site.
- Upon completion of the contract, the *Contractor* must take out and remove all facilities, electrical distribution board, pipes and cables she/he brought on site. The site must be rehabilitated and brought back into it original state.

5.7 Control of noise, dust, water and waste

- The *Contractor* shall take all responsible measures to minimise any dust nuisance, pollution of stream and inconvenience to or interference with public as a result of the execution of the works.
- The *Contractor* must put safety signs and barricade the working area to prevent people coming near the working area to minimise exposure to noise and dust.
- The *Contractor* shall remove all rubble and dispose it to the allocated waste bins as according Duvha Waste Management Procedure (EVP0005).

5.8 Hook ups to existing works

- The *Contractor* must have expertise and experience in civil maintenance in order to work on or around existing works.
- There are existing buildings, structures, and plant on site that the *Contractor* will be working at or around.

- The working area has plant components that are installed on the floor, roof ceiling, cable tunnel area and side walls or columns which make the access to certain areas restricted.
- The *Contractor* shall take into consideration other plant systems or components that are present and pose obstructions to the works required. Not all obstructions can be removed completely in-order to gain free movement in the working space.
- The *Contractor* must make ways and finds method to work around safely while the plant is in operation.

5.9 Tests and inspections

5.9.1 Description of tests and inspections

- The *Contractor* shall conduct performance tests after installation in the presence of the *Contract Manager* or his/her representative and other stakeholders in line with QCP, and functional requirements.
- All work must be inspected and approved by the Eskom Representative or *Engineer* and *Contract Manager* before it may be deemed as complete.
- The *Contractor* shall provide and submit to the *Contract Manager* for acceptance the certificate/s of compliance for all tests and inspections done in line with QCP.

5.9.2 Materials facilities and samples for tests and inspections

The *Contractor* must conduct material tests in a reputable and SANAS accredited workshop facility and the *Employer* will send representatives to witness tests in line with QCP. It important for the *Contractor* to submit material certificates to the *Contract Manager* for acceptance prior material is delivered to site.

List of drawings

6.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title

Note: Additional Drawings for plant specifics will be provided when required; this is subject to the availability of the drawings on Eskom's drawings documentation storage systems